

1 Lauren Hansen (CA BAR NO. 268417)
2 Melissa A. Morris (CA BAR NO. 233393)
3 PUBLIC INTEREST LAW PROJECT
4 449 15th St., Suite 301
5 Oakland, CA 94612-06001
6 Tel: (510) 891-9794
7 Fax: (510) 891-9727
8 Email: lhansen@pilpca.org

9 Lili V. Graham (CA BAR NO. 284264)
10 DISABILITY RIGHTS CALIFORNIA
11 350 S Bixel Street, Ste 290
12 Los Angeles, CA 90017-1418
13 Tel: (213) 213-8000
14 Fax: (213) 213-8001
15 Email: lili.graham@disabilityrightsca.org

16 **(Additional counsel on following page)**

17 Attorneys for INTERVENORS
18 HOSPITALITY HOUSE; COALITION ON
19 HOMELESSNESS and FAITHFUL FOOLS

20 **UNITED STATES DISTRICT COURT**
21 **NORTHERN DISTRICT OF CALIFORNIA**

22 COLLEGE OF THE LAW, SAN FRANCISCO, a
23 public trust and institution of higher education duly
24 organized under the laws and the Constitution of the
25 State of California; FALLON VICTORIA, an
26 individual; RENE DENIS, an individual;
27 TENDERLOIN MERCHANTS AND PROPERTY
28 ASSOCIATION, a business association; RANDY
HUGHES, an individual; and KRISTEN
VILLALOBOS, an individual,

Plaintiffs,

v.

CITY AND COUNTY OF SAN FRANCISCO, a
municipal entity,

Defendant.

Case No. 4:20-cv-3033-JST

**DECLARATION OF
JENNIFER FRIEDENBACH
IN SUPPORT OF
INTERVENORS' RESPONSE
TO DEFENDANT'S
ADMINISTRATIVE MOTION
TO CONSIDER WHETHER
CASES ARE RELATED**

Action Filed: May 4, 2020

1 Michael David Keys (CA BAR NO. 133815)
2 BAY AREA LEGAL AID
3 1454 43rd Avenue
4 San Francisco, CA 94122
5 Tel: (415) 982-1300
6 Fax: (415) 982-4243
7 Email: mkeys@baylegal.org

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
(Counsel for Intervenors continued from previous page)

1 I, Jennifer Friedenbach, declare:

2 1. I am the Executive Director of the Coalition on Homelessness (“COH”). COH is
3 an Intervenor in *UC SF Law, et al. v. City and County of San Francisco*: Case No.: 4:20-cv-
4 03033-JST. I make this Declaration in opposition to Defendant’s administrative motion to relate
5 this case to *Coalition on Homelessness et al. v. City and County of San Francisco*: Case No.: 22-
6 cv-05502-DMR.

7 2. The facts set forth below are known to me personally, and I have first-hand
8 knowledge of these facts. If called as a witness, I could and would testify competently, under
9 oath, to such facts.

10 3. The Coalition on Homelessness organizes unhoused people and front-line service
11 providers to create permanent solutions to homelessness while working to protect the human
12 rights of those who remain on the streets of San Francisco. COH was founded over thirty years
13 ago when people experiencing homelessness joined with frontline service providers in response
14 to the lack of systemic solutions to homeless and the exclusion of homeless people in crafting
15 city policy that affects unhoused persons.

16 4. Our advocacy agenda is shaped, framed, and prioritized based on the needs of
17 people experiencing homelessness. We regularly utilize media, public hearings, rallies, legal
18 action, letter writing campaigns, and other tactics to elevate the interests of unhoused San
19 Franciscans.

20 5. COH is committed to supporting unhoused people moving into housing. Some of
21 our accomplishments include advocating for and securing thousands of housing subsidies and
22 units, passage of legislation that creates standards of care in San Francisco’s shelter system
23 written with deep input from shelter residents, and the passage of a single standard of care for the
24 mental health system. Since 2018, due primarily to Prop C, which we wrote and put on the
25 ballot, over 3,000 additional housing units or rental subsidies have been added, over 6,000
26 households prevented from displacement and homelessness, almost 1,000 shelter beds have been
27 added, and 600 treatment beds.

28 6. I have reviewed the declaration that Matthew Davis, an attorney for UC Law SF,

1 filed in this case on October 6, 2023, in which he says he heard from someone at the City and
2 other unnamed “sources” that COH “was allegedly instructing people camping on the Tenderloin’s
3 streets and sidewalks to refuse the City’s offers of shelter.” This is not COH policy, and as far as I
4 know, this is not something we would instruct.

5 7. The Coalition on Homelessness staff work regularly with unhoused individuals
6 and families to secure shelter on an almost daily basis. This occurs on outreach, in our office and
7 over the phone. During Healthy Street Operation Center (HSOC) operations in particular, part of
8 what I or my staff does when monitoring is find out from unhoused individuals what their needs
9 are, including shelter needs, and advocate for those needs with city outreach workers. Sometimes
10 my staff can in particular be helpful when it is an area of expertise that city workers may lack,
11 such as pregnant women placements which are outside of shelter bed assignments given to city
12 outreach workers. At other times, there may be a special accommodation that is needed for a
13 non-congregate room, which we then advocate for on-site with City outreach workers.

14 8. I instruct COH staff and volunteers on “do’s and don’ts”. One of the “don’ts” I
15 tell my staff is discourage people from accepting shelter. Other “don’ts” are things like telling
16 people to ignore police orders and interfering with private conversations City staff are having
17 with unhoused people, unless the unhoused person approves our presence.

18 9. After the City and the Plaintiffs agreed to the Stipulated Injunction in this case,
19 the Coalition, Faithful Fools, and Hospitality House made many attempts to change the
20 Stipulated Injunction, as well as to make sure the City did not violate unhoused people’s rights
21 when they were implementing it. This work included, not only the work that our attorneys did
22 with court filings and attempting to negotiate an agreement with the City’s attorneys, but also
23 work that our organizations’ staff and volunteers did to advocate to City staff, to connect
24 individual unsheltered Tenderloin residents with non-congregate shelter placements, and to
25 monitor the City’s implementation of the Stipulated Injunction. Intervenors also tried to
26 negotiate a Memorandum of Understanding to reflect the community response to unsheltered
27 homelessness in the Tenderloin during the COVID-19 pandemic, but the City ultimately declined
28 to enter into the agreement.

